

3. This construction lien is claimed against the interest of

Marlton VF, LLC as, Owner:

Owner (X)

Lessee

Other (describe):

in that certain tract or parcel of land and premises described as Block 21 , Lot 1 , on the tax map of the Board of Assessors, County of Burlington, State of New Jersey, for the improvement of which property the aforementioned work, services, materials or equipment was provided.

Unoffical Document

4. The work, services, materials or equipment was provided pursuant to the terms of a written contract (or, in the case of a supplier, a delivery or order slip signed by the owner, contractor, or subcontractor having a direct contractual relation with a contractor, or an authorized agent of any of them), dated August 19, 2008, between Contracting Systems, Inc. II, Claimant and Circuit City Stores, Inc. of 9950 Maryland Drive, Richmond, Virginia 23233.

5. The date of the provision of the last work, services, material or equipment for which payment is claimed is November 10, 2008.

BOOK 29 PAGES 1-30

EXHIBIT

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NOTICE TO OWNER OF REAL PROPERTY

Your real estate may be subject to sale to satisfy the amount asserted by this claim. However, your real estate cannot be sold until the facts and issues which form the basis of this claim are decided in a legal proceeding before a court of law. The lien claimant is required by law to commence suit to enforce this claim.

The claimant filing this lien claim shall forfeit all rights to enforce the lien and shall be required to discharge the lien of record, if the claimant fails to bring an action in the Superior Court, in the county in which the real property is situated, to establish the lien claim:

1. Within one year of the date of the last provision of work, services, material or equipment, payment for which the lien claim was filed; or
2. Within 30 days following receipt of written notice, by personal service or certified mail, return receipt requested, from the owner requiring the claimant to commence an action to establish the lien claim.

You will be given proper notice of the proceeding and an opportunity to challenge this claim and set forth your position. If, after you (and/or your contractor or subcontractor) have had the opportunity to challenge this lien claim, the court of law enters a judgment against you and you fail to discharge the lien claim, and after you fail to pay that judgment, your real estate may then be sold to satisfy the judgment.

You may choose to avoid subjecting your real estate to sale by doing either of the following:

1. You (or your contractor or subcontractor) can pay the claimant and obtain a discharge of lien claim from the claimant; or
2. You (or your contractor or subcontractor) can cause the lien claim to be discharged by filing a surety bond or making a deposit of funds as provided for in section 31 of P.L.1993, c.318 (C.2A:44A-31).

If you (or your contractor or subcontractor) choose to pay the claimant under 1. above, you will lose your right to challenge this lien claim in a legal proceeding before a court of law.

If you (or your contractor or subcontractor) choose to discharge the lien claim by filing a surety bond or making a deposit of funds as provided in section 31 of P.L.1993, c.318 (C.2A:44A-31), you will retain your right to challenge this lien claim in a legal proceeding before a court of law.

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NOTICE TO SUBCONTRACTOR OR CONTRACTOR:

This lien has been filed with the county clerk and served upon the owner of the real estate. This lien places the owner on notice that the real estate may be sold to satisfy this claim unless the owner pays the claimed sum to this claimant.

Signed


John W. Clarke, President

For: Contracting Systems, Inc. II
Individual, Firm or Corporation

Date: 12-08-08

Unofficial Document

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CLAIMANT'S REPRESENTATION AND VERIFICATION

Claimant represents and verifies that:

1. The amount claimed herein is due and owing at the date of filing, pursuant to claimant's contract described in the construction lien claim.
2. The work, services, material or equipment for which this lien claim is filed was provided exclusively in connection with the improvement of the real property which is the subject of this claim.
3. This claim has been filed within 90 days from the last date upon which the work, services, materials or equipment for which payment is claimed was provided.
4. The foregoing statements made by me are true, to the best of my knowledge. I am aware that if any of the foregoing statements made by me are false, this construction lien claim will be void and that I will be liable for damages to the owner or any other person injured as a consequence of the filing of this lien claim.

Unoffical Document

Name of Claimant: Contracting Systems, Inc. II

Signed: 

John W. Clarke, President

Contracting Systems, Inc. II, Claimant

Date: 12-08-08

BOOK 29 PAGES 1-30

Acknowledgment

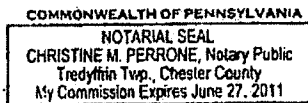
Commonwealth of Pennsylvania, COUNTY OF Chester, SS:

I CERTIFY that on the 8 day of December, 2008

John W. Clarke, President, Contracting Systems, Inc. II, came in person
before me, duly sworn and deposed according to law, and stated to my
satisfaction that he:

a/ made the attached instrument, and

b/ was authorized to, and did execute this instrument on behalf of
and as the agent of the entity and its President, Contracting
Systems, Inc. II, the entity named in this instrument;



Christine M. Perrone

Name of Notary

Stamp and Seal

BOOK 29 PAGES 1-30

Contracting Systems, Inc. II, Claimant472 California Road
Quakertown, Pennsylvania 18951Tele. (215) 536-5750
Fax. (215) 536-1888**Contracting Systems, Inc. II,**
472 California Road
Quakertown, Pennsylvania 18951**CLAIMANT****Marlton VF, LLC**Physical Real Estate Location Subject to Lien
301 Route 70 West
Marlton, New Jersey 08053Recorded in Burlington County, New Jersey
Board of Taxed Code No. 03-13
Evesham Twp.
Block 21, Lot 1
Assessed with Lots 2,3,4,5,6,7 and 9Registered Mailing Address Owner
(Tax Bills are mailed):
c/o Vornado Realty
Marlton VF, LLC
210 Route 4 East
Paramus, New Jersey 07652**OWNER(S)****BURLINGTON COUNTY**
CLERK

2008 DEC -8 A 10:09

RECEIVED**Clerk Office****Burlington County, New Jersey****Docket No.****Notice of Unpaid Balance and Right to Lien****Contracting Systems, Inc. II**
Claimant**Unofficial Document****CONSTRUCTION LIEN FILED**
BOOK 29 PAGE 1**RECORDED BY: J.P. Bruner**
Wade Hale Clerk Acting
J.P.B.**Notice of Unpaid Balance and Right To Lien****By Contracting Systems, Inc. II, Claimant****TO THE CLERK, COUNTY OF BURLINGTON COUNTY, NEW JERSEY,**In accordance with the terms and provisions of the "Construction Lien Law," P.L.
1993, c. 318 (C. 2A:44A-1 et seq.), notice is hereby given that:**BOOK 28 PAGES 319-346**

1. Contracting Systems, Inc. II, Claimant, of 472 California Road, Quakertown, Bucks County, Pennsylvania 18951 has on December 8, 2008 a potential construction lien against the below described property of Marlton VF, LLC, Owner against whose property the lien is claimed, in the amount of \$ 614,018.00, for the value of the work, services, material or equipment provided in accordance with a contract with Circuit City Stores, Inc., for the following work, services, materials or equipment:

a/ including but not limited to, the Contract, items set forth in the Payment Application Details, including therein but not limited to the original contract items, general conditions, General Contractor Occupancy Highway Permit (fees), clearing, erosion control, demolition, excavating, grading, landscaping, concrete paving, asphalt, site work, site utilities, concrete foundations, concrete slabs, side walks, concrete stoops, pads, masonry work, mental work, block, rough carpentry, finish carpentry, millwork, insulating, sheet metal work, ceiling and roof trusses, glass, lath and plaster, doors, fronts, security gates, framing, drywall, studs, title, ceiling, carpeting, painting, flooring, panels, partitions, signs, fire extinguishers, toilet accessories, plumbing, plumbing fixtures, roofing, fire protection, Heating and Air Conditioning, electric, and approved change orders, all of which are set forth in greater detail in the Contract, and Contractor's Application for Payment and Contractor's Certification page, I, II and III including respective Payment Application Details (which cumulatively remain unpaid in the total amount of \$ 614,018.00 in that no payments have been made by Circuit City Stores, Inc.); Contractor's Application for Payment and Contractor's Certification page, I, II and III including respective Payment Application Details are cumulatively

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2. The amount due for work, services, materials or equipment delivery provided by Claimant in connection with the improvement of the real property, and upon which this lien claim is based, is as follows:

Contract amount paid to date:\$ 0.00

Unofficial Document

| | |
|--------------------------------|---------------|
| TOTAL REDUCTIONS FROM CONTRACT | |
| AMOUNT AND AMENDMENTS TO | |
| CONTRACT: | \$144,892.00 |
| TOTAL LIEN AMOUNT | \$ 614,018.00 |

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' This amount represented the remaining amount of the contract work to be performed by the Claimant, at the time the Contractor, Circuit City Stores, Inc. closed the job site.

3. This construction lien is claimed against the interest of

Marlton VF, LLC as, Owner (check one):

Owner (X)

Lessee

Other (describe):

in that certain tract or parcel of land and premises described as Block 21 , Lot 1 , on the tax map of the Board of Assessors, County of Burlington, State of New Jersey, for the improvement of which property the aforementioned work, services, materials or equipment was provided.

4. The work, services, materials or equipment was provided pursuant to the terms of a written contract (or, in the case of a supplier, a delivery or order slip signed by the owner, contractor, or subcontractor having a direct contractual relation with a contractor, or an authorized agent of any of them), dated August 19, 2008, between Contracting Systems, Inc. II, Claimant and Circuit City Stores, Inc. of 9950 Mayland Drive, Richmond, Virginia 23233. A copy of the contract is attached hereto as Exhibit Claimant-1, the same of which is incorporated herein by reference thereto;

Unofficial Document

5. The date of the provision of the last work, services, material or equipment for which payment is claimed is November 10, 2008.

6. The written contract is not a residential construction contract as defined in section of this act.

7. This notification has been filed subsequent to the completion of the work, services, materials or equipment as described above. The purpose of this notification is to advise the Owner, and any other person who is attempting to encumber or take transfer of said property described above that a potential construction lien may be filed within the 90 days period following the date of the provision of the last work, services, materials or equipment as set forth in paragraph 5.


John W. Clarke, President

Contracting Systems, Inc. II

Claimant _____

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CLAIMANT'S REPRESENTATION AND VERIFICATION

Claimant represents and verifies that:

1. The amount claimed herein is due and owing at the date of filing, pursuant to claimant's contract described in the Notice of Unpaid Balance and Right to File Lien.
2. The work, services, material or equipment for this Notice of Unpaid Balance and Right to File Lien is filed was provided exclusively in connection with the improvement of the real property which is the subject of this Notice of Unpaid Balance and Right to File Lien.
3. The Notice of Unpaid Balance and Right to File Lien has been filed within 90 days from the last date upon which the work, services, materials or equipment for which payment is claimed was provided.
4. The foregoing statements made by me are true, to the best of my knowledge. I am aware that if any of the foregoing statements made by me are false, this construction lien claim will be void and I shall be liable for damages to the owner or any other person injured as a consequence of the filing of this lien claim.

Name of Claimant: Contracting Systems, Inc. II

Signed: 

John W. Clarke, President

Contracting Systems, Inc. II, Claimant

Date: 12-08-08

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Acknowledgment

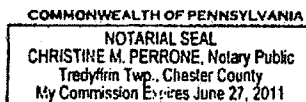
Commonwealth of Pennsylvania, COUNTY OF Chester, SS:

I CERTIFY that on the 8 day of December, 2008

John W. Clarke, President, Contracting Systems, Inc. II, came in person
before me, duly sworn and deposed according to law, and stated to my
satisfaction that he:

a/ made the attached instrument, and

b/ was authorized to and did execute this instrument on behalf of
and as the agent, officer and S. of Contracting
Systems, Inc. II, the entity named in this instrument;

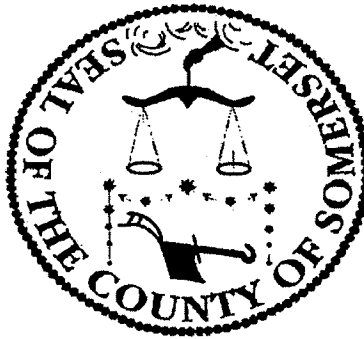


Christine M. Perrone

Name of Notary

Stamp and Seal

BOOK 28 PAGES 319-346



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 11/10/2008 03:13:35 PM
Book: OPR 6174 Page: 1996-1998
Instrument No.: 2008052248
CONSLIEN 3 PGS \$15.00

Recorder: DELUCIA

DO NOT DISCARD



2008052248

and whose address is

ONE MILLTOWN COURT
UNION, NJ 07083

hereby claims a construction lien against the below-stated real property owned by VORNADO REALTY TRUST
1200 Route 22 East, North Plainfield, Nj 07060

in the amount of \$ 187,498.56 , for the value of the work, services, material or equipment provided in
accordance with a contract with SCHIMENTI CONSTRUCTION COMPANY, LLC
118 NORTH BEDFORD ROAD
Mt. KISCO, NY 10549

(the party with whom the Claimant has a contract), for the following work, services, material or equipment:
Electrical Work Fit-Out of Circuit City Store 4133 US Highway 22 East & West End Avenue
North Plainfield, NJ 07060

2. The amount due for the work, services, materials or equipment delivery provided by the Claimant in connection with
the improvement of the real property, and upon which this lien claim is based, is as follows:

| | |
|--|---------------|
| Total contract amount: | \$ 310,000.00 |
| Amendments to contract: | \$ 12,498.58 |
| Total contract amount and amendments to contract: | \$ 322,498.58 |
| Less: Agreed-upon credits: | \$.00 |
| Contract amount paid to date: | \$ 135,000.00 |
| Amendments to contract amount paid to date: | \$.00 |
| TOTAL REDUCTIONS FROM CONTRACT AMOUNT AND AMENDMENTS TO CONTRACT: | \$ 135,000.00 |
| TOTAL LIEN CLAIM AMOUNT: | \$ 187,498.56 |

A Notice of Unpaid Balance and Right to File Lien (if any) was previously filed with the County Clerk of
County on as No. in Book at Page

3. This construction lien is claimed against the interest of (insert name) Vornado Realty Trust

as (check one): ☒ Owner, ☐ Lessee, ☐ Other (describe):

in that certain tract or parcel of land and premises described as Block 52-203.01 , Lot 1 , on the Tax
Map of the of North Plainfield , County of Union State of New Jersey,
for the improvement of which property the aforementioned work, services, materials or equipment was provided.

4. The work, services, materials or equipment was provided pursuant to the terms of a written contract (or, in the case
of a supplier, a delivery or order slip signed by the owner, contractor, or subcontractor having a direct contractual
relation with a contractor, or an authorized agent of any of them), dated May 27, 2008 , between this
Claimant and (name of other contracting party)

Schimenti Construction Company, LLC
118 North Bedford Road
Mt. Kisco, NY 10549

whose address is:

5. The date of the provision of the last work, services, material or equipment for which payment is claimed is
November 6, 2008

Notice to Owner of Real Property

1. Your real estate may be subject to sale to satisfy the amount asserted by this claim. However, your real estate
cannot be sold until the facts and issues which form the basis of this claim are decided in a legal proceeding before a
court of law. The lien claimant is required by law to commence suit to enforce this claim.

2. The claimant filing this lien claim shall forfeit all rights to enforce the lien and shall be required to discharge the lien
of record, if the claimant fails to bring an action in the Superior Court, in the county in which the real property is
situated, to establish the lien claim:

- Within one year of the date of the last provision of work, services, materials or equipment, payment for
which the lien claim was filed; or
- Within 30 days following receipt of written notice, by personal service or certified mail, return receipt
requested, from the owner requiring the claimant to commence an action to establish the lien claim.

- claimant; or
5. If you (or your contractor or subcontractor) choose to pay the claimant under 4a above, you will lose your right to challenge this lien claim in a legal proceeding before a court of law.
6. If you (or your contractor or subcontractor) choose to discharge the lien claim by filing a surety bond or making a deposit of funds as provided in section 31 of P.L. 1993, c. 318 (C. 2A:44A-31) you will retain your right to challenge this lien claim in a legal proceeding before a court of law.

Notice to Subcontractor or Contractor:

This lien has been filed with the county clerk and served upon the owner of the real estate. This lien places the owner on notice that the real estate may be sold to satisfy this claim unless the owner pays the claimed sum to this claimant.

Date: November 10, 2008

Signed: Tamara Hamilton

TAMARA HAMILTON, OFFICE MANAGER

For: A.J. MAGLIO INC

Individual, Firm or Corp.

Claimant's Representation and Verification

Claimant represents and verifies that:

1. The amount claimed herein is due and owing at the date of filing, pursuant to the claimant's contract described in the construction lien claim.
2. The work, services, materials or equipment for which this lien claim is filed was provided exclusively in connection with the improvement of the real property which is the subject of this claim.
3. This claim has been filed within 90 days from the last date upon which the work, services, materials or equipment for which payment is claimed was provided.
4. The foregoing statements made by me are true, to the best of my knowledge. I am aware that if any of the foregoing statements made by me are false, this construction lien claim will be void and that I will be liable for damages to the owner or any other person injured as a consequence of the filing of this lien claim.

Name of Claimant: A.J. MAGLIO INC

Date: NOVEMBER 10, 2008

Signed: Tamara Hamilton

TAMARA HAMILTON, OFFICE MANAGER

Type or print name and title below signature

Note: This form must be signed by the claimant or, in the case of a partnership or corporation, a partner or duly authorized officer thereof.

Acknowledgments (Complete Applicable One)

STATE OF NEW JERSEY, COUNTY OF

UNION

SS:

I CERTIFY that on NOVEMBER 10, 2008

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) executed this instrument as his or her own act.

Print name and title below signature

JENNIFER McELROY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/24/2013

STATE OF NEW JERSEY, COUNTY OF

SS:

I CERTIFY that on

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as of _____ the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:

A.J. MAGLIO INC